

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00044		3. EFFECTIVE DATE 21 April 2004		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY COMMANDER SPACE AND NAVAL WARFARE SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 Joel Judy, 02-21M, (619) 524-7179, joel.judy@navy.mil		7. ADMINISTERED BY (If other than Item 6) DCMA Boston GD Government Systems Corporation 77 "A" Street Needham MA 02194-2892	
CODE N00039		CODE S2203A		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) General Dynamics Government Systems Corporation Network Systems Inc. 77 "A" Street Needham Heights, MA 02194-2892	
CODE 2D423		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N68939-97-D-0041 10B. DATED (SEE ITEM 13) 29 July 1997	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

To Be Specified on the Individual Delivery Orders

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.



<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. (Specify authority) THE CHANGES
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER

E. IMPORTANT: Contractor is not **X** is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE ATTACHED PAGE

Continued on Page 2

15A. NAME AND TITLE OF SIGNER (Type of print); KL JAMES SULLS Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) CARLA J. BROWN	
15B. CONTRACT/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/26/04	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/27/04

DSN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

1. The purpose of this modification is to update Section G.20 to reflect changes to the contract usage fee as mutually agreed to by the parties. As a result, Section G.20 of the basic contract is hereby deleted in its entirety and replaced with the following:

G20 CONTRACT USAGE FEE

G20.1 All CLIN/SCLIN prices in this contract include the fee, where applicable, which supports the Navy Umbrella Contracts Program and other working capital fund agencies with which a fee sharing agreement is in place. This fee allows the contract sponsor, SPAWAR, to recover the expenses of awarding and managing this and other contracts under the Navy Umbrella Contracts Program. The application and amount of this fee, as included in contract unit prices, are at the sole discretion of the Navy, and are not subject to dispute. The Navy agrees to reduce the Contract Usage Fee charged to Air Force orders by 50%. This reduction of the Contract Usage Fee is to be annotated on each delivery order and will apply to all new Air Force delivery orders as well as to all orders not yet invoiced.

G20.2 By the 10th calendar day after the completion of each month, SPAWAR Systems Center (SSC) Charleston Norfolk Office will provide General Dynamics with a notice that lists all of the ViViD Delivery Orders issued to General Dynamics by Government Ordering Offices during the previous month, the value of the Delivery Orders, and their Government Tracking Numbers. In response to this notice and by the 15th calendar day after the completion of each month, General Dynamics will provide a notice to SPAWAR Systems Center (SSC) Charleston Norfolk Office that either confirms or disputes that General Dynamics received all of the orders identified by SPAWAR Systems Center (SSC) Charleston Norfolk Office during the previous month. By the 30th calendar day after the completion of each month, General Dynamics will provide to SPAWAR Systems Center (SSC) Charleston Norfolk Office a file indicating the following for each of the Delivery Orders that General Dynamics received during the previous month:

Government Tracking Number

Customer Name

Delivery Order Status:

Open – (more invoices will be issued against this DO after the current report period)

Closed – (no more invoices will be issued against this DO after the current report period)

Date DO Received by General Dynamics

\$ Amount of the DO

Act Fee % for the DO

\$ Amount Invoiced

Date Invoiced Note: Multiple invoices rendered against a DO will have a line for each invoice occurrence

\$ Amount invoiced against the DO to date

Act Fee Paid Navy for the Invoice

Date Act Fee paid Navy

Remaining \$ Amount to be invoiced against the DO

Remaining Act Fee Navy to be paid against the DO

G20.3 By the 30th calendar day after the completion of each month, the Contractor shall remit applicable Contract Usage Fees associated with the delivery orders that the Contractor invoiced to the Government during

the previous months to SPAWAR Systems Center (SSC) Charleston Norfolk Office. The Contract Usage Fee amount due Navy shall be paid by check made payable to "Treasurer of the United States" and forwarded to:

Regular US Post Office:

SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE
Code 645.2, Bldg. V-53
Attn: E. Vonasek
P.O. Box 1376
Norfolk, VA 23501-1376

Overnight Services:

SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE
Code 645.2, Bldg. V-53
Attn: E. Vonasek
9456 Fourth Ave.
Norfolk, VA 23511-2130

To ensure the payment is credited properly, the Contractor shall identify the check as "Contract Usage Fee – GD ViViD Contract."

G20.4 Reserved

G20.5 If the Contractor fails to remit the Contract Usage Fee in the manner and amount specified in G20.3, the amount shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR Clause 52.232-17, Interest).

G20.6 Failure by the Contractor to pay the Contract Usage Fee in a timely manner may result in termination of the contract. Willful failure or refusal to make timely payment of the Contract Usage Fee constitutes a cause for terminating the contract for default under FAR 52.249-8 Default (Fixed Price Supply and Service).

2. Except as provided herein, all other terms and conditions of contract N68939-97-D-0041 remain unchanged and in full force and effect.

This modification constitutes the entire understanding between the parties and supercedes the terms and conditions of all other prior or contemporaneous oral or written agreements between the parties. Failure by either party to enforce any of the provisions of this modification shall not be construed as a waiver by such party of any such provisions, nor shall such failure affect the validity and enforceability of this modification in any way.